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Karen A. Yarbrough
Cook County Clerk
Date: 01/13/2023 02:20 PM Pg: 1 of 5

ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

from

NWL COMPANY, LLC,
("Assignor")

to

BP CM ACQUISITION SPV, LLC,
("Assignee")

Dated: As of November 8, 2021

Location: 6230 N. Kenmore Avenue, Chicago, Illinois 60060

County: County of Cook, State of Illinois

PIN: 14-05-205-013-0000

PREPARED BY:

Ballard Spahr LLP
700 East Gate Drive, Suite 330
Mount Laurel, NJ 08054
Attention: Rachel S. Dichter, Esq.

AND AFTER RECORDATION RETURN TO:

U.S. Bank National Association
4527 Metropolitan Court, Suite C
Frederick, Maryland 21704
Attention: Private Certification / Maureen Bodine

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ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF ASSIGNMENT OF MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "*Assignment*") is made and entered into as of the 8th day of November 2021 by **NWL COMPANY, LLC**, a Delaware limited liability company, having an address of 309 West 49th Street, 4th Floor, New York, New York 10019 ("*Assignor*"), to **BP CM ACQUISITION SPV, LLC**, a Delaware limited liability company, having an address of 452 Fifth Avenue, 30th Floor, New York, New York 10018 ("*Assignee*").

WITNESSETH

WHEREAS Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of October 29, 2021, made by **GRANVILLE APARTMENTS LLC**, an Illinois limited liability company (the "*Borrower*"), and payable to the order of for the benefit of **WALKER & DUNLOP COMMERCIAL PROPERTY FUNDING, LLC**, a Delaware limited liability company ("*Original Lender*"), in the stated principal amount of Thirty Million Six Hundred Forty Thousand and No.100 Dollars (\$30,640,000.00) (the "*Note*"), which is secured by, among other things, that certain Mortgage and Security Agreement, made by Borrower to Original Lender dated effective as of October 29, 2021, recorded in the Clerk's Office of the County of Cook, State of Illinois (the "*Official Records*") on November 4, 2021, as Document No. 2130822023 with Scrivener's Affidavit correcting date of document recorded on May 20, 2021 as Document #2214057044, (together with any and all prior and subsequent assignments of the same, collectively, the "*Security Instrument*"), such Security Instrument encumbering the real property more particularly described on **Exhibit A** annexed hereto and made a part hereof (the "*Land*"); and as further security secured by that certain Assignment of Leases and Rents from borrower to Original Lender, dated as of October 29, 2021, recorded in the Official Records on November 4, 2021, as Document No. 2130822024 with Scrivener's Affidavit correcting date of document recorded on May 20, 2021 as Document #2214057045, (together with any and all prior and subsequent assignments of the same, collectively, the "*Assignment of Rents*")

WHEREAS both the Security Instrument and the Assignment of Rents were previously assigned together by Original Lender to Assignor pursuant to the certain Assignment of Mortgage and Security Agreement and Assignment of Assignment of Leases and Rents dated effective as of October 29, 2021, and recorded in the Official Records on November 4, 2021, as Document No. 2130822025 with Scrivener's Affidavit correcting date of document recorded on May 20, 2021 as Document #2214057046;

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Security Instrument and Assignment of Rents.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

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1. **Assignment**. Assignor does hereby transfer, assign, grant, and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the (i) Security Instrument, together with the notes and bonds secured thereby, and (ii) the Assignment of Rents together with the notes and bonds secured thereby. Furthermore, Assignor does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor under the Security Instrument and Assignment of Rents from and after the date hereof.

2. **Representations and Warranties of Assignor**. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied.

3. **Successors and Assigns**. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Partial Invalidity**. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.


[SIGNATURE ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the date set forth above.

ASSIGNOR:

NWL COMPANY, LLC
a Delaware limited liability company

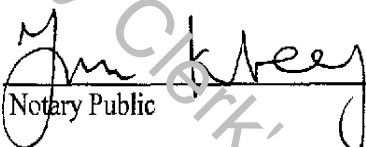
By: 

Name: Gordon Sweely
Title: Managing Director

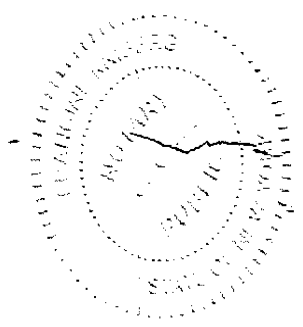
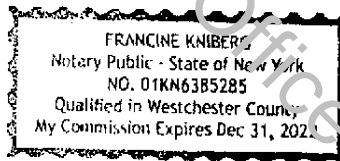
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Gordon Sweely the Managing Director of NWL Company, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of MAY, 2022


Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 5 AND 6 IN BLOCK 6 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1888, AS DOCUMENT 1042704, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office